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**SUPERIOR COURT OF STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

JOAQUIN SANTIBANEZ, and JORGE
MAZARIEGOS, as individuals and on behalf
of other similarly situated employees,

Plaintiff,

vs.

DANCHUK MANUFACTURING, INC., a
California corporation, and DOES 1-50,
inclusive,

Case No.: 30-2020-01155466-CU-OE-CXC

Assigned for all purposes to: Judge Randall J. Sherman
Dept: CX105

CLASS ACTION CLAIMS

COMPLAINT FOR:

1. **CLAIM FOR FAILURE TO PAY
MINIMUM WAGES (CAL. LAB.
CODE SECTION 1194; IWC
WAGE ORDERS 1, 4, 7, 9,
SECTION 3);**
2. **CLAIM FOR FAILURE TO
PROVIDE MEAL BREAKS (IWC
WAGE ORDERS 1, 4, 7, 9,
SECTION 11)**
3. **CLAIM FOR FAILURE TO PAY
TIMELY WAGES (LAB. CODE §
210)**
4. **CLAIM FOR FAILURE TO
UNLAWFULLY RECEIVE
WAGES (LAB. CODE § 221)**
5. **CLAIM FOR FAILURE TO
PROVIDE AND MAINTAIN
ACCURATE ITEMIZED WAGE
STATEMENTS AND MAINTAIN
RECORDS (LAB. CODE § 226(a))**
6. **CLAIM FOR FAILURE TO PAY
TIMELY WAGES UPON
TERMINATION (LAB. CODE §
203)**
7. **CLAIM FOR FAILURE TO PAY
FOR NECESSARY EXPENSES
(CAL. LAB. CODE § 2802)**

**8. UNLAWFUL BUSINESS
PRACTICES UNDER (BUS. AND
PROF. CODE, § 17200, ET SEQ.**

[JURY DEMAND]

1 Plaintiffs Joaquin Santibanez and Jorge Mazariegos (“Plaintiff” or “Mr. Mazariegos”)
2 makes the following allegations against Defendant Danchuk Manufacturing, Inc., (“DMI”),
3 referred to throughout herein “Defendant”):

4 **INTRODUCTION**

5 1. Plaintiff brings this class action on behalf of all non-exempt employees (collectively
6 referred to herein as “Class Members” or “Subclass Members”) employed by Defendants that
7 worked at Defendants, and, DOES 1-50 in California from four years from the date of filing
8 this complaint through the date of signed order certifying the class in this action.

9 2. Defendants violated California law by preventing Class Members and Subclass
10 Members from providing lawful meal breaks, timely wages, vacation wages and benefits,
11 reimbursement of necessary business expenses and accurate itemized wage statements.

12 3. In this action, Plaintiffs, on behalf of themselves and all Class Members and Subclass
13 Members seek unpaid premium wages for missed meal breaks, vacation wages and benefits,
14 inaccurate itemized wage statements. Statutory penalties, restitution, declaratory and injunctive
15 relief, attorneys’ fees and costs, prejudgment interest and other relief under California
16 Industrial Welfare Commission (I.W.C.) Wage Order 1-2001, 8 Cal. Code of Reg. section
17 11050 (“Wage Order 1-2001”), Wage Order 4-2001, 8 Cal. Code of Reg. section 11050
18 (“Wage Order 4-2001”), , Wage Order 7-2001, 8 Cal. Code of Reg. section 11050 (“Wage
19 Order 7-2001”), , Wage Order 9-2001, 8 Cal. Code of Reg. section 11050 (“Wage Order 9-
20 2001”), and California Labor Code (Labor Code”) sections 203, 226(a) 1-2, 5, 8, 9, 226.3,
21 226.7, 510, 512, 515, 558, 1194, 1198, 2699.5, California Code of Civil Procedure section
22 1021.5, California Business and Professions Code sections 17200 et seq. (“UCL”), and
23 California common law.

24 4. The “Class Period” is designated as the time from four years from the date of filing tis
25 Complaint through the date of signed order certifying the class in this action through the trial
26 of this action based upon the allegation that the violations of the Labor Code and UCL, as
27 described more fully below, have been ongoing since at least four years prior to the date of the
28 instant Complaint in this action and are continuing.

1 5. During the Class Period, Defendants had a consistent policy and/or practice of failing to
2 provide (1) adequate off-duty meal periods at least one half hour every five hours worked; (2)
3 failing to timely pay vacation wages and benefits upon termination; and (3) knowingly and
4 intentionally failing to furnish timely itemized statements accurately showing the total hours
5 worked by or hourly rate paid, gross wages and net wages earned to Plaintiffs, Class Members
6 and Subclass Members..

7 6. During the Class Period, Defendants failed to provide Class Members and Subclass
8 Members with an uninterrupted off-duty thirty (30) minute meal break for each five hours a
9 day worked as required by Labor Code sections section 226.7, Wage Order No. 1-2001, Wage
10 Order No. 4-2001, Wage Order No. 7-2001 and Wage Order No. 9-2001.

11 7. During the Class Period, Defendants have failed to provide Class Members and
12 Subclass Members with timely as required by Labor Code section 210, Wage Order No. 1-
13 2001, Wage Order No. 4-2001, Wage Order No. 7-2001 and Wage Order No. 9-2001.

14 8. During the Class Period, Defendants have failed to provide Class Members and
15 Subclass Members with timely as required by Labor Code section 221, Wage Order No. 1-
16 2001, Wage Order No. 4-2001, Wage Order No. 7-2001 and Wage Order No. 9-2001.

17 9. During the Class Period, Defendants have failed to reimburse Class Members and
18 Subclass Members with necessary business related expenses as required by Labor Code section
19 2802.

20 10. During the Class Period, Defendants have failed to provide Class Members and
21 Subclass Members with accurate itemized wage statements as required by Labor Code section
22 226 (a) and 226.3.

23 11. Accordingly, Defendants violated UCL, with the violations of the California wage and
24 hour laws described above.

25 12. During the Class Period, Defendants have failed to provide Class Members and
26 Subclass Members with all wages upon termination as required by Labor Code sections 201,
27 202, and 204.

13. Accordingly, Defendants violated UCL, with the violations of the California wage and hour laws described above.

GENERAL ALLEGATIONS

Parties and Venue.

14. Plaintiff Mr. Santibanez is, and at all relevant times was, a citizen and resident of the city of Santa Ana, in the County of Orange in the State of California.

15. Plaintiff Mr. Mazariegos is, and at all relevant times was, a citizen and resident of the city of Santa Ana, in the County of Orange in the State of California.

16. Plaintiff is informed and believes and on that basis alleges that at all relevant times Defendant Danchuk Manufacturing, Inc. (“DMI”) is a California corporation doing business in the State of California with a principal place of business located at 3201 S. Standard, Santa Ana, California 92705.

17. In light of the facts that the wrongful acts of this defendant occurred and the causes against them arose in Orange County, State of California, jurisdiction and venue is proper in Orange County Superior Court.

Doe Allegations.

18. Plaintiff does not presently know the true names and capacities of defendant named as Doe 1 through Doe 50, inclusive. Plaintiff will amend this complaint, setting forth the true names and capacities of these fictitious defendants, when they are ascertained. Plaintiff are informed and believes and on that basis alleges that each of the fictitious defendants have participated in the acts alleged in this complaint to have been done by the named defendants..

Vicarious Liability.

19. Unless otherwise indicated, each defendant herein sued is the agent, co-conspirator, joint venturer, partner, and/or employee of every other defendant and, as alleged, has been acting within the course and scope of said agency, conspiracy, joint venture, partnership, and/or employment, with the knowledge and/or consent of co-defendants, and each of them. Plaintiff is informed and believes and thereon alleges that each defendant has authorized and/or ratified the wrongful activities of each of the remaining defendants.

COMMON ALLEGATIONS TO ALL CAUSES OF ACTION

20. Mr. Mazariegos and Mr. Santibanez both worked for Defendant as non-exempt employees. Defendants are a company that manufactures and distributes automobile parts to customers that employed Plaintiff, Class and Subclass.

Defendants Did Not Compensate Employees for Entitled Vacation Wages and Benefits

21. Defendants had a policy, practice and pattern of failing to timely compensate employees for all vacation benefits during employment and at time of termination, resignation or acquittal.

22. Plaintiff is informed and on that basis believes that all other similarly situated employees of Defendants were under the same circumstances and conditions of employment as them. Specifically, all other similarly situated employees were not compensated for all vacation benefits during employment and at time of termination, resignation or acquittal.

Defendants Did Not Provide All Meal Breaks

23. Typically, Plaintiffs would work above 6-hour work shifts at Defendants. During these work shifts, Plaintiffs would be required to do many work duty tasks revolving around assisting drivers and receiving and handling merchandise that needed to be delivered to customers. During these shifts it would be very busy where they would not be able or permitted to take all of their entitled 30 minute uninterrupted meal break every five hours at a reasonably practicable time during their shifts when they worked more than a six, ten and twelve hour shifts. Moreover, Defendants had a policy, pattern or practice of requiring or pressuring its employees to take late, short, interrupted, or no 30-minute meal breaks at a reasonably practicable time. Defendants would not compensate Plaintiff for all of their missed, short, late or interrupted meal breaks or throughout their employment nor were they paid all of premium wages for the missed, short, late or interrupted meal breaks and rest periods that should have been paid.

24. Plaintiffs are informed and on that basis believes that all other similarly situated employees of Defendants were under the same circumstances and conditions of employment as them. Specifically, all other similarly situated employees would not be able or permitted to take all of their entitled uninterrupted 30-minute uninterrupted meal break every five hours at a reasonably practicable time during their shifts when they worked more than a six hour shifts.

Moreover, Defendants had a policy, pattern or practice of requiring or pressuring its employees to take late, short, interrupted or no 30-minute meal breaks at a reasonably practicable time. Defendants would not compensate the other employees for all of their missed, short, late or interrupted meal breaks throughout their employment nor were they paid all of his premium wages for the missed, short, late or interrupted meal breaks that should have been paid. Defendants would not compensate the other employees for all of their missed, short, late or interrupted meal breaks throughout their employment nor were they paid all of their premium wages for the missed, short, late or interrupted meal breaks that should have been paid.

Defendants Provided Inaccurate Wage Statements

25. Furthermore, throughout Plaintiffs employment, their paystubs did not accurately reflect their applicable total hours worked, net wages earned, gross wages earned, name and address of the legal entity employer and actual applicable wage rate all in violation of California Labor Code Section 226(a), specifically sections 1--9. Due to the fact that Defendants either did not provide any paystubs or excluded the hours worth of work, gross and net wages earned that should have been reflected on their paystubs for vacation benefits or premium wages for meal break violations. Therefore, their paystubs did not accurately reflect the total hours worked, net wages earned, gross wages earned, accurately depict deductions that should have been taken out and actual applicable wage rate corresponding with the total hours worked as well as the name and address of the legal entity that employed Plaintiffs, Class and Subclass.

26. Plaintiffs are informed and on that basis believes that all other similarly situated employees of Defendants were under the same circumstances and conditions of employment as them. Specifically, all other similarly situated employees were not provided with accurate itemized wages statements and received paystubs that did not reflect their applicable total hours worked, gross wages earned, net wages earned, depict deductions, and actual applicable wage rates corresponding with the total hours worked by virtue of excluding hourly rate and hours worth of work on their paystubs or the actual applicable wage rate corresponding with the total hours worked.

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All individuals in California who worked for Defendants as nonexempt employees at any time from four years of the date of the filing of this Complaint through the date of signed order certifying the class.

All individuals in California who worked for Defendants as nonexempt employees at any time from three years of the date of the filing of this Complaint through the date of signed order certifying the class.

All individuals in California who worked for Defendants as nonexempt employees at any time from one year of the date of the filing of this Complaint through the date of signed order certifying the class.

All individuals in California whom were issued wage statements that failed to comply with California Labor Code section 226(a) at any time from one year of the date of the filing of this Complaint through the date of signed order certifying the class.

All individuals in California whom worked for Defendants as nonexempt employees at any time from four years of the date of the filing of this Complaint

1 through the date of signed order certifying the class that worked any shift more
2 than 5 hours and did not receive a thirty-minute uninterrupted first meal break and
3 not paid a premium wage.

4 The Subclass 5 that Plaintiff seek to represent is defined as follows:

5 All individuals in California whom worked for Defendant as nonexempt
6 employees at any time from four years of the date of the filing of this Complaint
7 through the date of signed order certifying the class that worked any shift more
8 than 10 hours and did not receive a thirty-minute uninterrupted second meal break
9 and not paid a premium wage.

10 The Subclass 7 that Plaintiff seek to represent is defined as follows:

11 All individuals in California whom worked for Defendant as nonexempt
12 employees and not paid for all entitled vacation benefits at any time from four
13 years of the date of the filing of this Complaint through the date of signed order
14 certifying the class.

15 The Subclass 8 that Plaintiff seek to represent is defined as follows:

16 All individuals in California whom worked for Defendant as nonexempt
17 employees and not paid for all entitled vacation benefits at any time from three
18 years of the date of the filing of this Complaint through the date of signed order
19 certifying the class.

20 The Subclass 9 that Plaintiff seek to represent is defined as follows:

21 All individuals in California whom worked for Defendant as nonexempt
22 employees and not timely paid all entitled wages upon termination, resignation,
23 acquittal or end of employment in compliance with the California Labor Code at
24 any time from four years of the date of the filing of this Complaint through the
25 date of signed order certifying the class.

26 The Subclass 10 that Plaintiff seek to represent is defined as follows:

27 All individuals in California whom worked for Defendant as nonexempt
28 employees and not timely paid all entitled wages upon termination, resignation,
acquittal or end of employment in compliance with the California Labor Code at
any time from three years of the date of the filing of this Complaint through the
date of signed order certifying the class.

1 The Subclass 11 that Plaintiff seek to represent is defined as follows:

2 All individuals in California whom worked for Defendant as nonexempt
3 employees and not timely paid all entitled wages each pay period in compliance
4 with the California Labor Code at any time from four years of the date of the
filing of this Complaint through the date of signed order certifying the class.

5 The Subclass 12 that Plaintiff seek to represent is defined as follows:

6 All individuals in California whom worked for Defendant as nonexempt
7 employees and not timely paid all entitled wages each pay period in compliance
8 with the California Labor Code at any time from three years of the date of the
filing of this Complaint through the date of signed order certifying the class.

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10 28. The individuals included within the alleged Class and Subclass are over one hundred
11 (100) and is so numerous that joinder of each of them would be impracticable, and the
12 disposition of their claims in a class action, rather than in numerous individual actions, will
13 benefit the parties, the Court, and the interests of justice. The Subclasses 1 through Subclass 12
14 shall be collectively referred to herein as “Subclass”.

15 29. Among the proposed Class and Subclass there is a well-defined community of interest in
16 the questions of law and/or fact involved, affecting the Class Members and Subclass Members,
17 These common questions include, but are not limited to:

- 18 a. Whether Defendants failure to compensate wages to all Class Members and
19 Subclass Members for all vacation wages and benefits violates Labor Code
20 sections 210, 1194 and Wage Order 1-2001; Wage Order 4-2001; Wage Order 7-
21 2001; Wage Order 9-2001;
- 22 b. Whether Defendants failure to compensate wages to all Class Members and
23 Subclass Members for all vacation wages and benefits violates Labor Code
24 sections 221, 1194 and Wage Order 1-2001; Wage Order 4-2001; Wage Order 7-
25 2001; Wage Order 9-2001;
- 26 c. Whether Defendants failure to pay all Class Members and Subclass Members for
27 all wages, including vacation wages and benefits upon termination, resignation or
28 end of employment violates Labor Code sections 201, 202, and 203;

- d. Whether Defendants failure to provide meal periods to Class Members and Subclass Members violates Labor Code sections 226.7, 512 and Wage Order 1-2001; Wage Order 4-2001; Wage Order 7-2001; Wage Order 9-2001;
- e. Whether Defendants failure to keep accurate payroll records of daily hours worked violates Labor Code section 1174;
- f. Whether Defendants' failure to provide Class Members and Subclass Members with itemized statements of wages and hours worked violates Labor Code section 226;
- g. Whether Defendants' failure to provide Class Members and Subclass Members with reimbursement of necessary business expenses violates Labor Code section 2802;
- h. Whether Defendants various violations of the Labor Code serve as predicate violations of the UCL.

30. Common questions of law and/or fact predominate over questions that affect only individual Class Members and Subclass Members.

31. Plaintiff claims are typical of those belonging to the members of the Class and Subclass they seek to represent, and Plaintiff can adequately represent the Class and Subclass they seek to represent.

FIRST CAUSE OF ACTION

(Claim for Failure to Provide Minimum Wages – Lab. Code 510, 1194 and Wage Order 5 Section 3, by Plaintiff, Subclass and Class Against All Defendants and DOES 1-50)

32. Plaintiff hereby incorporate all of the allegations set forth in each of the paragraphs above and below by reference as though set forth in full in this cause of action.

33. Plaintiff bring this claim on behalf of themselves, the Class Members and Subclass Members.

34. Defendants were required to compensate Plaintiff for all hours worked pursuant to California Labor Code sections 510 and 1194 and Industrial Welfare Commission Wage Order 5-2001 Section 3. Defendants failed to do so. Plaintiff Class Members and Subclass Members are entitled to minimum wages and civil penalties as a consequence of this failure.

35. Defendants were required to pay the Plaintiff, Class Members and Subclass Members for all of the minimum wages they are entitled to pursuant to California Labor Code sections 510 and 1194 and Industrial Welfare Commission Wage Order 1-2001; Wage Order 4-2001; Wage Order 7-2001; Wage Order 9-2001 Section 3. It failed to do so. Plaintiff, Class Members and Subclass Members are entitled to civil penalties and owed wages as a consequence of this failure.

36. As a direct result of Defendants violations alleged herein, Plaintiff, Class Members and Subclass Members have suffered and continues to suffer substantial losses related to the use and enjoyment of such wages, including lost interest on such monies and expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial and within the jurisdictional limitations of this Court.

37. As a result of the violations alleged herein, Plaintiff seek all civil penalties and wages available pursuant to the Labor Code, Wage Order 1-2001; Wage Order 4-2001; Wage Order 7-2001; Wage Order 9-2001, and an award of reasonable attorney's fees and costs. The exact amount of the applicable penalties is an amount to be shown according to proof at trial.

SECOND CAUSE OF ACTION

(Claim for Failure to Provide Meal Breaks – Lab. Code 226.7, 512 and Wage Order 5 Section 11, by Plaintiff, Class and Subclass Against All Defendants and DOES 1-50)

38. Plaintiff hereby incorporate all of the allegations set forth in each of the paragraphs above and below by reference as though set forth in full in this cause of action.

39. Plaintiff bring this claim on behalf of themselves, the Class Members and Subclass Members.

40. Defendants were required to authorize and permit Plaintiff and Class Members and Subclass Members to take uninterrupted meal breaks pursuant to Industrial Welfare Commission Wage Order 1-2001; Wage Order 4-2001; Wage Order 7-2001; Wage Order 9-2001 Section 11(A) and Labor Code sections 226.7 and 512. Defendants failed to do so by not allowing such uninterrupted meal breaks. Plaintiff Class Members and Subclass Members are entitled to premium wages and civil penalties as a consequence of this failure.

1 41. Defendants were required to pay the Plaintiff, Class Members and Subclass Member
2 employees one (1) hour of pay at their regular rate of compensation for each workday that the
3 legally compliant meal breaks are not provided, pursuant to California labor Code sections 226,7,
4 and 512, Industrial Welfare Commission Wage Order 1-2001; Wage Order 4-2001; Wage Order
5 7-2001; Wage Order 9-2001 Section 11(B). It failed to do so. Plaintiff, Class Members and
6 Subclass Members are entitled to civil penalties and owed wages as a consequence of this failure.

7 42. As a direct result of Defendants violations alleged herein, Plaintiff, Class Members and
8 Subclass Members have suffered and continues to suffer substantial losses related to the use and
9 enjoyment of such wages, including lost interest on such monies and expenses and attorney's fees
10 in seeking to compel Defendants to fully perform its obligation under state law, all to their
11 respective damage in amounts according to proof at trial and within the jurisdictional limitations
12 of this Court.

13 43. As a result of the violations alleged herein, Plaintiff seeks all civil penalties and wages
14 available pursuant to the Labor Code, Wage Order 5, and an award of reasonable attorney's fees
15 and costs. The exact amount of the applicable penalties is an amount to be shown according to
16 proof at trial.

17 **THIRD CAUSE OF ACTION**

18 **(Claim For Failure to Pay Timely Wages in Violation of Labor Code § 210 by Plaintiff, 19 Subclass and Class Against All Defendants Against All Defendants and DOES 1-50)**

20 44. Plaintiff hereby incorporates all of the allegations set forth in each of the paragraphs
21 above and below by reference as though set forth in full in this cause of action.

22 45. Pursuant to Labor Code section 210, an employer may not fail to pay the wages of each
23 employee.

24 46. Plaintiffs bring this claim on behalf of themselves, the Class Members and Subclass
25 Members.

26 47. Defendant failed to pay Plaintiffs, Class Members and Subclass Members vacation wages
27 as required by California Labor Code section 210. As a result, Defendant's are liable to
28 Plaintiffs, Class Members and Subclass Members, plus reasonable attorney's fees and costs of
suit.

1 48. Plaintiffs, on behalf of itself , Class Members and Subclass Members, also request relief
2 as described below.

3 49. The exact amount of the applicable damages is an amount to be shown according to proof
4 at trial.

5 **FOURTH CAUSE OF ACTION**

6 **(Claim For Failure to Pay Timely Wages in Violation of Labor Code § 221 by Plaintiff,
Subclass and Class Against All Defendants Against All Defendants and DOES 1-50)**

7 50. Plaintiff hereby incorporates all of the allegations set forth in each of the paragraphs
8 above and below by reference as though set forth in full in this cause of action.

9 51. Pursuant to Labor Code section 210, it shall be unlawful for any employer to collect or
10 receive from an employee any part of wages theretofore paid by said employer to said employee.

11 52. Plaintiffs bring this claim on behalf of themselves, the Class Members and Subclass
12 Members.

13 53. Defendant failed to pay Plaintiffs, Class Members and Subclass Members their entitled
14 vacation wages. As a result, Defendants are liable to former employee Plaintiffs, Class Members
15 and Subclass Members wages, plus reasonable attorney's fees and costs of suit.

16 54. Plaintiff, on behalf of itself and Class Members, Subclass Members, also request relief as
17 described below.

18 55. The exact amount of the applicable damages is an amount to be shown according to proof
19 at trial.

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21 **FIFTH CAUSE OF ACTION**

22 **(Provide Accurate Wage Statements in Violation of Labor Code § 226(a) by Plaintiff, Class
23 and Subclass Against All Defendants and DOES 1-50)**

24 56. Plaintiff hereby incorporate all of the allegations set forth in each of the paragraphs above
25 and below by reference as though set forth in full in this cause of action.

26 57. Plaintiff bring this claim on behalf of themselves, and the Class Members and Subclass
27 Members.

28 58. Labor Code section 226(a) requires An employer, semimonthly or at the time of each
payment of wages, shall furnish to his or her employee, either as a detachable part of the check,

1 draft, or voucher paying the employee's wages, or separately if wages are paid by personal check
2 or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total
3 hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-
4 rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4)
5 all deductions, provided that all deductions made on written orders of the employee may be
6 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
7 which the employee is paid, (7) the name of the employee and only the last four digits of his or
8 her social security number or an employee identification number other than a social security
9 number, (8) the name and address of the legal entity that is the employer and, if the employer is a
10 farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the
11 legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect
12 during the pay period and the corresponding number of hours worked at each hourly rate by the
13 employee and, beginning July 1, 2013, if the employer is a temporary services employer as
14 defined in Section 201.3, the rate of pay and the total hours worked for each temporary services
15 assignment. The applicable Wage Order provides: "Every employer shall semimonthly or at the
16 time of each payment of wages furnish each employee, either as a detachable part of the check,
17 draft, or voucher paying the employee's wages, or separately, an itemized statement in writing
18 showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid;
19 (3) the name of the employee or the employee's social security number; and (4) the name of the
20 employer, provided all deductions made on written orders of the employee may be aggregated
21 and shown as one item."

22 59. Defendants knowingly and intentionally failed to provide Plaintiff, Class Members and
23 Subclass Members with timely and accurate wage and hour statements showing gross wages
24 earned, total hours worked, all deductions made, net wages earned, the name and address of the
25 legal entity employing them, all applicable hourly rates in effect during each pay period, and the
26 corresponding number of hours worked at each hourly rate by them and Class Members and
27 Subclass Members.
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60. Plaintiff, Class and Subclass suffered injury as a result of Defendants knowing and intentional failure to provide them with accurate the wage and hour statements required by law, which injury shall exceed the jurisdictional minimums of the superior court.

SIXTH CAUSE OF ACTION

(Claim For Failure to Pay Wages Upon Termination in Violation of Labor Code § 203 by Plaintiff, Subclass and Class Against All Defendants Against All Defendants and DOES 1-50)

61. Plaintiff hereby incorporates all of the allegations set forth in each of the paragraphs above and below by reference as though set forth in full in this cause of action.

62. Pursuant to Labor Code section 203, an employer may not willfully fail to pay any wages owed to an employee who is either discharged or quits.

63. Plaintiff bring this claim on behalf of themselves, the Class Members and Subclass Members.

64. Defendant failed to pay Class Members who are no longer employed by Defendant compensation due upon termination as required by California Labor Code section 201 and 202. As a result, Defendant's are liable to former employee Class Members waiting time penalties provided under California Labor Code section 203, plus reasonable attorney's fees and costs of suit. At the time of Plaintiff's termination, Plaintiff was owed wages for Defendant's failure to compensate him for minimum wages for vacation wages earned in violation of Labor Code section 203.

65. Plaintiff, on behalf of itself and Class Members, also request relief as described below.

66. The exact amount of the applicable damages is an amount to be shown according to proof at trial.

SEVENTH CAUSE OF ACTION

(Claim For Failure to Reimburse Plaintiff for All Necessary Expenses Per Lab. Code §§ 2802, 2804 Plaintiff, Class and Subclass Against All)

66. Plaintiff hereby incorporates all of the allegations set for in each of the paragraphs above and below by reference as though set forth in full in this cause of action.

67. Plaintiff brings this claim on behalf of himself, the Class Members and Subclass Members.

1 68. Plaintiff, Class Members and Subclass Members were non-exempt employees of RHC. In
2 the course of their employment, Plaintiff, Class Members and Subclass Members were not
3 reimbursed for expenses arising in the course and scope of their services. These expenses
4 included, but not limited to, the purchase of safety boots, tools, construction tape, safety
5 equipment, maintaining a cell phone for work and other necessary work equipment and tools.

6 69. Plaintiff, Class Members and Subclass Members were not exempt employees and entitled
7 to the protections of IWC Order 16-2001 (Title 8 of the California Code of Regulations §
8 11090), and California Labor Code § 200, 500, 1194, 1197, and 1198).

9 70. At all relevant times, Plaintiff, Class and Subclass were subject to the Labor Code of the
10 State of California, and to the existing and applicable IWC order 16-2001 (Title 8, California
11 Code of Regulations §§ 11000, 11090).

12 71. At all times herein mentioned Plaintiff, Class and Subclass were subject to Labor Code §
13 2802 which states that “an employer shall indemnify his or her employees for all necessary
14 expenditures or losses incurred by the employee indirect consequence of the discharge of his
15 duties, or of his obedience to the directions of the employer.”

16 72. At all times herein mentioned Plaintiff, Class and Subclass were subject to Labor Code §
17 2804 which states that “any contract or agreement, express or implied, made by any employee to
18 waive the benefits of this article or any part thereof, is null and void, and this article shall not
19 deprive any employee or his personal representative of any right or remedy to which he is
20 entitled under the laws of this State.”

21 73. As a proximate result of Defendant’s policies in violation of Labor Code §§ 2802 and
22 2804, Plaintiff, Class Members and Subclass Members suffered damages in sums, which will be
23 shown according to proof to be in excess of the jurisdictional minimum of this Court.

24 74. Plaintiff is entitled to expenses, attorney’s fees. Interest, and costs of suit pursuant to
25 Labor Code § 2802(c) for bringing this action.

26 75. Pursuant to Labor Code § 2802(b), in any action brought for the reimbursement of
27 necessary expenditures under this section shall carry interest at the same rate as judgment in civil
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actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure. Plaintiff, Class Members and Subclass Members are entitled to said interest.

76. Plaintiff, Class Members and Subclass Members are entitled to reimbursement for expenses including, but not limited to, reimbursement for expenses in connection to being required to purchase safety boots, tools, construction tape, safety equipment, cell phone expenses and other necessary work equipment and tools, attorney's fees, interest, and costs of suit pursuant to Labor code § 2802 for bringing this action.

EIGHTH CAUSE OF ACTION

**(For Unlawful Business Practices-Bus. & Prof. Code § 17200 et seq.)
By Plaintiff, Class and Subclass Against All Defendants and DOES 1-50)**

77. Plaintiff hereby incorporates all of the allegations set forth in each of the paragraphs above and below by reference as though set forth in full in this cause of action.

78. Business & Professions Code section 17200 states "As used in this chapter, unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code."

79. Through Defendants' conduct during the applicable statutory period including, but not limited to, the conduct alleged herein, including that alleged on information and belief, the defendant has engaged in business practices in California by practicing, employing, and utilizing, the employment practices outlined in the preceding paragraphs all in violation of California law and the applicable Industrial Welfare Commission Wage Order. Defendants' use of such practices constitutes an unfair business practice, unfair competition, and provides as unfair advantage over Defendants competitors doing business in the State of California that comply with their obligations to properly provide employment conditions in compliance with the law and pay employees for all earned wages and compensation as required by law.

80. Defendants' violations of the California Civil Code, Labor Code and the applicable Wage Order and their scheme to lower payroll costs as alleged herein constitute unlawful business practices because these actions were done in a systematic manner over a period of time to the

detriment of Plaintiff. The acts complained of herein occurred within the last four (4) years preceding the filing of this complaint and include, but are not limited to, failure to (i) include the gross wages earned, total hours worked, net wages earned and applicable hourly rates into the employee paystubs to allow them to ascertain the hourly rate in which they could expect to be paid; (ii) maintain accurate records and provide and maintain accurate itemized wage statements reflecting the amount of hours worked and applicable hourly rates; (iii) reimburse its employees for incurring necessary expenses in order to perform their jobs; (iv) failure to pay for all hours worked; (v) failure to reimburse its employees for necessary business expenses. Plaintiff is informed and believes and on that basis alleges that, at all times herein mentioned, Defendants engaged in the above-mentioned acts of unlawful, deceptive, and unfair business practices prohibited by California Business and Professions Code sections 17200 et seq., including those set forth in the preceding paragraph, thereby depriving Plaintiff of the minimum working condition standards and conditions due, including those under Labor Code and Wage Order.

81. As a result of Defendants unfair competition as alleged herein, Plaintiff, Class Members, Subclass Members have suffered injury in fact and lost money or property. Plaintiff, Class Members, Subclass Members are entitled have been deprived of the rights to accurate and itemized wage statements, wages and benefits due including those as alleged herein.

82. Pursuant to California Business & Professions Code section 17203, Plaintiff, Class Members, Subclass Members are entitled to seek restitution of all wages and other monies owed on behalf of themselves and Aggrieved Employees belonging to them, including interest thereon, which Defendants wrongfully withheld from them and retained for itself by means of its unlawful and unfair business practices.

83. Plaintiff, Class Members, Subclass Members are entitled to an injunction and other declaratory and equitable relief against such practices to prevent future damage for which there is no adequate remedy at law, and to avoid a multiplicity of lawsuits.

84. Plaintiff is informed and believes, and on that basis alleges, that the illegal conduct alleged herein is continuing and there is no indication that Defendants will not continue such activity into the future. Plaintiff alleges that if Defendants is not enjoined from the conduct set

1 forth in this Complaint, they will continue to fail to pay the wage and compensation required to
2 be paid and will fail to comply with other requirements of the Labor Code and Wage Order.

3 85. As a direct and proximate result of Defendants conduct, Defendants have received and
4 will continue to receive monies that rightfully belong to members of the general public who have
5 been adversely affected by Defendants conduct, as well as to Plaintiff, Class Members, Subclass
6 Members by virtue of any unpaid wages and other monies or penalties associated therewith.

7 86. Plaintiff is entitled and seeks any and all available remedies including but not limited to
8 restitution and recovery of reasonable attorney's fees and costs pursuant to California Code of
9 Civil Procedure section 1021.5, Business and Professions Code section 17200 et seq., the
10 substantial benefit doctrine, and/or the common fund doctrine.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff prays individually and on behalf of the proposed Class and
13 Subclass, prays for judgment against Defendants as follows:

- 14 A. Certification of Plaintiff's claims as a class action pursuant to Cal. Code of Civ. Pro.
15 Section 382, on behalf of the proposed class;
- 16 B. Class notice to all Class Members and Subclass Members in California who worked
17 for Defendants from four years prior to the filing of the original Complaint through
18 the trial of this action;
- 19 C. Plaintiff be appointed as the representative of the Class and Subclass;
- 20 D. Counsel for Plaintiff be appointed as counsel for the Class and Subclass;
- 21 E. The Court declare Defendants policies and/or practices of failing to provide minimum
22 wages violates California Labor Code section 512 and 1194 and Wage Order 1-2001;
23 Wage Order 4-2001; Wage Order 7-2001; Wage Order 9-2001 Section 3 by failing to
24 provide the Class Members, Subclass Members and Aggrieved Employees with
25 minimum wages for all hours worked;
- 26 F. The Court declare Defendants policies and/or practices of failing to provide meal
27 periods violates California Labor Code section 226.7, and 512 and Wage Order 1-
28 2001; Wage Order 4-2001; Wage Order 7-2001; Wage Order 9-2001 Section 11(A)

1 by failing to provide the Class Members, Subclass Members and Aggrieved
2 Employees with meal periods of at least one-half hour in which they were relieved of
3 all duties for every five hours of work;

4 G. The Court declare Defendants policies and/or practices of failing to provide rest
5 periods violates California Labor Code section 226.7 and Wage Order 1-2001; Wage
6 Order 4-2001; Wage Order 7-2001; Wage Order 9-2001 Section 12(A) by failing to
7 provide the Class Members, Subclass Members and Aggrieved Employees with rest
8 periods of at least ten minutes in which they were relieved of all duties for every four
9 hours of work or major fraction thereof;

10 H. The Court declare Defendants policies and/or practices of failing to furnish accurate
11 wage statement to Class Members, Subclass Members and Aggrieved employees
12 violates Labor Code section 226;

13 I. The Court declare Defendants policies and/or practices of failing to keep accurate
14 payroll records of daily hours worked for Plaintiff, Subclass Members and Class
15 Members violates Labor Code section 1174 and 1174.5; and

16 **First Causes of Action:**

17 1. For an award of damages to Plaintiff and the Class Members and Subclass Members
18 pursuant to Labor Code section 1194.

19 2. The exact amount of the applicable damages is an amount to be shown according to proof at
20 trial and within the jurisdictional limits of the Court.

21 3. An award to Class and Subclass Representative Plaintiff, and the Class Members and
22 Subclass Members of reasonable attorneys' fees and costs, pursuant to California Civil
23 Procedure Code section 1021.5, California Labor Code section 1194 and/or other applicable law.

24
25 **Second Causes of Action:**

26 4. For an award of damages to Plaintiff and the Class Members and Subclass Members
27 pursuant to Labor Code section 226.7 (c).

28 5. The exact amount of the applicable damages is an amount to be shown according to proof at

trial and within the jurisdictional limits of the Court.

6. An award to Class and Subclass Representative Plaintiff, and the Class Members and Subclass Members of reasonable attorneys' fees and costs, pursuant to California Civil Procedure Code section 1021.5, California 226, 226.7 and/or other applicable law.

Third Causes of Action:

7. For an award of damages to Plaintiff and the Class Members and Subclass Members pursuant to Labor Code section 210.

8. The exact amount of the applicable damages is an amount to be shown according to proof at trial and within the jurisdictional limits of the Court.

9. An award to Class and Subclass Representative Plaintiff, and the Class Members and Subclass Members of reasonable attorneys' fees and costs, pursuant to California Civil Procedure Code section 1021.5, California 210, and/or other applicable law.

Fourth Causes of Action:

10. For an award of damages to Plaintiff and the Class Members and Subclass Members pursuant to Labor Code section 221.

11. The exact amount of the applicable damages is an amount to be shown according to proof at trial and within the jurisdictional limits of the Court.

12. An award to Class and Subclass Representative Plaintiff, and the Class Members and Subclass Members of reasonable attorneys' fees and costs, pursuant to California Civil Procedure Code section 1021.5, California 221, and/or other applicable law.

Fifth Causes of Action:

13. For an award for the Plaintiff, Class Members and Subclass Members for penalties pursuant to Labor Code section 226.

14. For penalties to recover the greater of actual damages of fifty dollars (\$50) for the

1 initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for
2 each subsequent violation pursuant to Labor Code section 226(e). The exact amount of the
3 applicable damages is an amount to be shown according to proof at trial and within the
4 jurisdictional limits of the Court.

5 15. For costs and reasonable attorney's fees pursuant to Labor Code section 226(e).

6
7 **Sixth Causes of Action:**

8 16. For an award for the Plaintiff and Class Members for owed wages and penalties,
9 plus interest pursuant to Labor Code section 203.

10 17. The exact amount of the applicable damages is an amount to be shown according to proof at
11 trial and within the jurisdictional limits of the Court.

12 18. For attorney's fees and costs to the extent permitted by Labor Code section 218.5 and

13 19. California Code of Civil Procedure 1021.5.

14
15 **Seventh Causes of Action:**

16 20. For an award of damages to Plaintiff and the Class Members and Subclass Members
17 pursuant to Labor Code section 2802 et seq.

18 21. The exact amount of the applicable damages is an amount to be shown according to proof at
19 trial and within the jurisdictional limits of the Court.

20 22. An award to Class and Subclass Representative Plaintiff, and the Class Members and
21 Subclass Members of reasonable attorneys' fees and costs, pursuant to California Civil
22 Procedure Code section 1021.5, California 2802 et seq., and/or other applicable law.

23
24 **Eighth Causes of Action:**

25 24. For a temporary restraining order, a preliminary injunction, and a permanent injunction
26 enjoining Defendants and its agents, servants and employees, and all persons acting under, in
27 concert with, or for Defendants from engaging in the unlawful, unfair, and fraudulent acts and
28 business practices described in Paragraphs 77 through 86 above;

25. For restitution, lost wages and penalties therewith;
26. For pre-judgment and post-judgment interest to the extent permitted by law;
27. For an award of attorneys' fees and costs incurred in the investigation, filing and prosecution of this action pursuant to Code of Civil Procedure section 1021.5, Business and Professions Code sections 17200, et seq., Labor Code section 1194 and any other applicable provision of law; and
28. For such other relief as the Court deems just and proper.

As to All Causes of Action:

29. For reasonable attorneys' fees and costs incurred
30. Interest accrued to date under the California Labor Code, including under Sections 226.7;
31. For such other and further relief as this Court may deem just and proper.

Dated: August 17, 2020

Jackson Law, APC

By: /s/ Armond M. Jackson
Armond M. Jackson
Attorneys for Plaintiffs Joaquin Santibanez
and Jorge Mazariegos

DEMAND FOR JURY TRIAL

Plaintiffs Joaquin Santibanez and Jorge Mazariegos demands a jury trial in the above captioned matter.

Dated: August 17, 2020

Jackson Law, APC

By: /s/ Armond M. Jackson
Armond M. Jackson
Attorneys for Plaintiffs Joaquin Santibanez
and Jorge Mazariegos